

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

Oil Lease: No. of Oil Wells 11 \*\*

Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*

Gas Gathering System: \_\_\_\_\_

Saltwater Disposal Well - Permit No.: \_\_\_\_\_

Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line

Enhanced Recovery Project Permit No.: E 25857

Entire Project:  Yes  No *Injection Authority Revoked on 1-20-16*

Number of Injection Wells 2 \*\* *OUT of Compliance*

Field Name: Wayside-Havana

Effective Date of Transfer: 8-1-2016

KS Dept of Revenue Lease No.: 113169

Lease Name: Edds

\_\_\_\_\_ - S2 - SE Sec. 27 Twp. 33 R. 14  E  W

Legal Description of Lease: S2 SE4 Sec 27-33S-14E

County: Montgomery

Production Zone(s): Wayside

Injection Zone(s): Arbuckle

**\*\* Side Two Must Be Completed.**

Surface Pit Permit No.: \_\_\_\_\_ (API No. if Drill Pit, WO or Haul) \_\_\_\_\_ feet from  N /  S Line of Section  
\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover *OR*  Drilling

Past Operator's License No. 33061 Contact Person: \_\_\_\_\_

Past Operator's Name & Address: Landowner Phone: \_\_\_\_\_ *NEW*

Title: \_\_\_\_\_ Date: See Attached Lease

Signature: \_\_\_\_\_

New Operator's License No. 32255 Contact Person: P J Buck

New Operator's Name & Address: Kansas Energy Company, LLC Phone: 620-725-3636

P.O. Box 68 Sedan, KS 67361 Oil / Gas Purchaser: Coffeyville Resources

Title: Agent--Tim Doty Date: 10/19/2016

Signature: *[Signature]*

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**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as \_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by the new operator of the above named lease containing the surface pit  
Permit No.: \_\_\_\_\_ Recommended action: \_\_\_\_\_ permitted by No.: \_\_\_\_\_  
Date: \_\_\_\_\_ *Need Applications - Injection Authority Revoked 1-20-16* Date: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Authorized Signature \_\_\_\_\_

DISTRICT \_\_\_\_\_ FPR 10-21-16 PRODUCTION 10-25-16 UIC 10-24-16  
Mail to: Past Operator \_\_\_\_\_ New Operator 10-24-16 District 3 10-24-16



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July 2014  
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**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent);  
T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).  
Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # 32255  
Name: Kansas Energy Company, LLC  
Address 1: P.O. Box 68  
Address 2: \_\_\_\_\_  
City: Sedan State: KS Zip: 67361 + \_\_\_\_\_  
Contact Person: P J Buck  
Phone: ( 620 ) 725-3636 Fax: ( 620 ) 725-3662  
Email Address: jonesbuck103@yahoo.com

Well Location:  
\_\_\_\_\_-\_\_\_\_\_-S2-SE Sec. 27 Twp. 33 S. R. 14  East  West  
County: Montgomery  
Lease Name: Edds Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

S2 SE4 Sec 27-33S-14E

**Surface Owner Information:**

Name: Neil Edds  
Address 1: 400 South 6th  
Address 2: \_\_\_\_\_  
City: Independence State: KS Zip: 67301 + \_\_\_\_\_

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*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.

I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 10/19/2016 Signature of Operator or Agent: [Signature] Title: Agent--Tim Doty

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 15<sup>th</sup> day of September, 2011, between NEIL R. EDDS and NORMA J. EDDS, husband and wife, (hereinafter called lessor) and KANSAS ENERGY COMPANY, L.C., P. O. Box 68, Sedan, KS 67361 (hereinafter called lessee), does witness:

1. That lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, for the purpose of carrying on geological, geophysical, and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, including all associated hydrocarbons produced in a liquid or gaseous form and including gas found in and produced from coal formations or coal seams and all zones in communication therewith, which gas is sometimes referred to as coal bed methane, coal seam gas or occluded gas and all other gases and their respective constituent vapors, (including coal bed methane gas, helium, and all other constituents and substances produced therewith), including the dewatering for production of coal bed methane gas, and for constructing roads, laying pipe lines, building tanks, storing oil, and erecting other structures thereon which are necessary or convenient for the economical operation of said land to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the county of Montgomery, state of Kansas, and described as follows:

✓  
S/2 SE/4 of Section 27, Township 33 South, Range 14 East, Montgomery County, Kansas containing 80 acres, more or less.

2. This lease shall remain in force for a term of one (1) year from the effective date hereof, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease are produced in paying quantities.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells, the equal three-sixteenths (3/16ths) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such 3/16ths royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) and all other substances covered hereby, a royalty of three-sixteenths (3/16ths) of the net proceeds realized by Lessee from the sale thereof, less a

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proportionate part of the ad valorem, production, severance, and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, transporting, dehydrating, or otherwise making gas or other substances merchantable, with said payments to be made monthly, not more than sixty (60) days following the last day of the month in which gas is delivered into the pipeline and credited to Lessee's account by the gas purchaser.

5. If Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the Lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

6. - INTENTIONALLY LEFT BLANK -

7. In case said lessor owns a less interest in the above-described land, other than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use gas, oil, and water found on said land for its operations thereon, except water from the wells or ponds of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without written consent of the lessor. Lessee shall have the right at any time during, and within six (6) months after the expiration of this lease, to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing. Lessee shall grade to the original level and restore the surface to its original condition, as nearly as practicable, within six (6) months after the expiration of this lease.

9. If the estate of either party hereof is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to

the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage.

11. Lessor hereby warrants and agrees to defend the title to the land herein-described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

12. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate, provided lessee (a) resumes production, (b) initiates operations for recompleting an existing well within sixty (60) days from such cessation or (c) initiates operations for drilling a new well within sixty (60) days from such cessation, and this lease shall remain in force during the diligent prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled, shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in

full force and effect for all purposes.

14. Lessee shall have full access to the currently existing injection well and shall be free to pipe in and haul in disposal water not only from this lease, but from other leases owned or controlled by lessee.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

16. Additional Provisions:

A. Lessee shall pay lessor site damages of \$500 per site.

B. Lessee shall pay lessor a minimum royalty of \$2,500 per year calculated on the calendar year basis beginning January 1, 2012, and each year thereafter so long as the lease shall remain in full force and effect. Payment of the minimum royalty shall not operate to continue the lease past its primary term in the absence of production in paying quantities.

C. Lessee shall be responsible for, and hold lessor harmless from, all costs and fees associated with title search, division order title opinion, and clearing up any title problems that may occur.

D. There shall be no pooling or unitization.

E. By executing of this lease lessor does not convey ownership of any oil and gas field equipment located on the lease in which lessor does not have an ownership interest.

IN WITNESS WHEREOF, we sign the day and year first above written.

*Neil R. Edds*

NEIL R. EDDS - Lessor

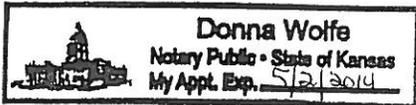
*Norma J. Edds*

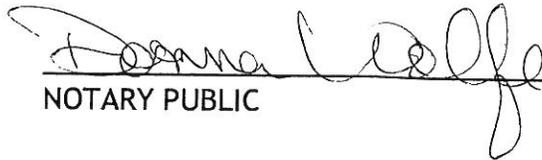
NORMA J. EDDS - Lessor

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STATE OF KANSAS )  
 ) ss:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2011, by NEIL R. EDDS and NORMA J. EDDS, husband and wife.



  
NOTARY PUBLIC

My Appointment Expires: 5/2/2014

STATE OF KANSAS MONTGOMERY COUNTY  
FILED FOR RECORD  
MARILYN CALHOUN, REGISTER OF DEEDS  
9:02:15 AM, 9/16/2011 Receipt No.: 46396  
LEASE \$6.00  
ADDITIONAL PAGES \$8.00  
TECHNOLOGY FUND \$10.00

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